

**THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA  
AFFILIATION AGREEMENT  
CLAY COUNTY FIRE RESCUE**

**I. PARTICIPATING AGENCIES**

This Affiliation Agreement between The School Board of Clay County, Florida, hereinafter referred to as the DISTRICT, and Clay County, a political subdivision of the State of Florida, (hereinafter referred to as the COUNTY), through its Board of County Commissioners, is entered into this \_\_\_\_ day of October, 2022, and shall be effective from October \_\_\_\_, 2022, through September 30, 2023, unless otherwise terminated as provided herein.

**II. PURPOSE OF AFFILIATION AGREEMENT**

It is mutually agreed that the purpose of this Affiliation Agreement is to provide a comprehensive hands-on learning experience for students from the DISTRICT, hereinafter referred to as PARTICIPANTS, in accordance with provisions of the guidelines set forth in this Agreement, through externship service with the County's Fire Rescue Department, hereinafter referred to as the DEPARTMENT.

**III. GENERAL PROVISIONS OF AFFILIATION AGREEMENT**

- A. Both parties agree there will be no distinction in clinical opportunities because of race, sex, color, creed, age, national origin, religion, marital status, sexual orientation, disability or handicap, and agree to adhere to the provisions of Federal and State laws regarding discrimination.
- B. The COUNTY, acting through the DEPARTMENT, will provide, at the PARTICIPANT'S expense, emergency care for injuries or acute illness while in attendance at the DEPARTMENT in accordance with the provisions of this Agreement.
- C. This Agreement shall be subject to review annually, may be renewed by written instrument agreed to by the County and DISTRICT, and either party shall have the right to terminate this agreement upon 30 days written notice, without cause.

**IV. SPECIFIC RESPONSIBILITIES OF THE DISTRICT**

- A. The DISTRICT shall designate a person or persons to coordinate and act as liaison with the appropriate DEPARTMENT personnel.
- B. DISTRICT shall provide the DEPARTMENT with a list of PARTICIPANTS in the clinical externship at least ten (10) days prior to students attending the externship. Only one student per ALS transport vehicle is allowed at a time.

C. DISTRICT shall insure that each PARTICIPANT is adequately able to perform the duties required during externship, and is able to function in the capacity expected by the DEPARTMENT.

D. DISTRICT does undertake and agree that it will indemnify and hold harmless the COUNTY and its officers, directors, employees, and agents, collectively referred to hereinafter as the Indemnities, for any liability that may be sustained by reason of any and all claims, demands, suits, actions, judgments, and executions for damages of any and every kind and by whomever and whenever made or obtained, including reasonable attorney's fees incurred on account thereof, allegedly caused by, arising out of, or relating in any manner to the activity of any PARTICIPANT OR PARTICIPANTS supplied by the DISTRICT pursuant to this Agreement. Indemnification agreements in favor of the Indemnities will be signed by each PARTICIPANT, and kept on file at the DISTRICT. The COUNTY may request, and be provided a copy of these agreements at any time while agreement is in effect.

Notwithstanding any contrary contractual language, nothing in this agreement shall be construed or interpreted to increase the scope or dollar limit of the DISTRICT'S, School's or School Board's liability beyond that which is set forth in 768.28, Fla. Stat., or to otherwise waive the Contracting DISTRICT'S, School's or School Board's sovereign immunity, or to require the DISTRICT, School or School Board to indemnify the COUNTY or any other person, corporation or legal entity of any kind or nature whatsoever for any claim, demand, action, proceeding, injury or loss resulting from any acts other than the negligent acts of DISTRICT'S, School's or School Board's agents or employees or the members of the School Board.

E. DISTRICT as a political subdivision of the State of Florida, warrants and represents that it is self-funded for liability insurance with said protection being applicable to officers, employees, servants and agents while acting within the scope of their employment by the DISTRICT. The DISTRICT and the COUNTY further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida the DISTRICT or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the DISTRICT beyond the waiver provided in Section 768.28, Florida Statutes.

DISTRICT shall procure and maintain, during the term of this Agreement and any renewal, professional liability insurance for claims, damages, or injuries to persons, arising out of the activities of the PARTICIPANTS carried out under this Agreement. Such insurance shall be on an occurrence basis in amounts no less than \$1,000,000 for personal injuries arising out of professional negligence or malfeasance by PARTICIPANTS or DISTRICT employees or agents arising out of performance of assigned duties under this Agreement. DISTRICT shall submit certificates of insurance to the COUNTY evidencing such insurance as requested by the COUNTY. DISTRICT agrees that it shall provide to the COUNTY no less than thirty (30) days written notice

prior to cancellation, modification, or non-renewal of any of the insurance coverage's described herein.

## **V. SPECIFIC RESPONSIBILITIES OF THE DEPARTMENT**

It shall be the responsibility of the COUNTY through the DEPARTMENT to:

- A. Provide an appropriate orientation for PARTICIPANTS in connection with its facilities, policies, and procedures.
- B. Provide opportunities for a positive learning experience with appropriate supervision.
- C. Retain ultimate responsibility for patient care even if a student provides that care.
- D. Designate a liaison from DEPARTMENT staff to interact with DISTRICT as necessary.

## **VI. SPECIFIC RESPONSIBILITIES OF THE PARTICIPANT**

It shall be the responsibility of the PARTICIPANT(S) assigned through this Affiliation Agreement to:

- A. Comply with the policies and procedures of the COUNTY and the DEPARTMENT.
- B. Wear the necessary and appropriate uniform, including photo identification provided by the DISTRICT, while participating at the DEPARTMENT. The DEPARTMENT will furnish a copy of dress code requirements to the DISTRICT.
- C. Obtain prior written approval of both parties to this agreement before publishing any material related to the learning experience provided under the terms of the Affiliation Agreement.
- D. PARTICIPANT will agree to adhere to all pertinent Health Insurance Portability and Accountability Act (HIPAA) laws and confidentiality. DISTRICT will provide appropriate HIPAA training prior to externship with the DEPARTMENT. PARTICIPANTS will not use any identifying personal patient information in reports or documentation, and will abide by confidentiality requirements to safeguard details of patient interaction during the externship.

## **VII. REFUSAL OF PARTICIPANT**

The DEPARTMENT shall reserve the right to refuse externship privileges to any PARTICIPANT without cause and for any reason. Refusal of externship privileges due to a person's inclusion in those classifications listed in section IIIA is forbidden.

## **VIII. MODIFICATION OF AFFILIATION AGREEMENT**

Modification of this Affiliation Agreement may be made by mutual consent of both parties, in writing, and attached to this Agreement and shall include the date and the signatures of all parties agreeing to the modification.

## **IX. COPIES OF AFFILIATION AGREEMENT**

Copies of this signed Affiliation Agreement shall be on file and available at the Corporate office of the DISTRICT and in the offices of the DEPARTMENT.

## **X. PUBLIC RECORDS LAW:**

The Parties to this Agreement acknowledge their joint obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Parties acknowledge that they are required to comply with the Public Records Laws in the handling of the materials created under this Agreement and that the Public Records Laws control over any contrary terms in this Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Parties covenant to comply with Public Records Laws, and in particular to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the services required under this Agreement or Contract;
- (b) Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and,
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the DISTRICT (other than education records) upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. Failure to comply with this section shall be deemed a material breach of this Agreement, for which the COUNTY may terminate this Agreement immediately upon written notice to the DISTRICT

**XI. ADDENDUM A**

The Clay County Standard Addendum A to all Contracts and Agreements is attached and made a part hereof.

**XII. SIGNATURES OF AGREEMENT WITH AFFILIATION AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on their behalf by their duly authorized representatives, as of the date and year first written above.

**THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

\_\_\_\_\_

DATE: \_\_\_\_\_

**MARY BOLLA, CHAIRPERSON**

**ATTEST:**

\_\_\_\_\_

DATE: \_\_\_\_\_

**DAVID S BROSKIE, SUPERINTENDENT OF SCHOOLS**

**CLAY COUNTY, a political subdivision  
of the State of Florida, by and through its  
Board of County Commissioners**

DATE: \_\_\_\_\_

\_\_\_\_\_  
**MIKE CELLA, CHAIRPERSON**

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_, County Manager

Date \_\_\_\_\_